

**CONTRACT PERIOD THROUGH MAY 31, 2003**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **INMATE EDUCATIONAL SERVICES-MCSO**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 24, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SF/ag  
Attach

Copy to: Clerk of the Board  
Thelda Williams, MCSO  
Monica Mendoza, Materials Management

1.0 **INTENT:**

This Review of Qualifications is to procure educational services for MCSO inmates as defined herein. At this time one full time (40 Hrs./Wk) is required. Maricopa County reserves the right to add additional vendors to this contract, as needed. Services shall not be provided to the County without the issuance of a purchase order.

2.0 **SCOPE OF WORK/OBJECTIVES/TASKS & QUALIFICATIONS :**

2.1 **Objective:** To provide special education services appropriate to meet the Federal and State Education Regulations for juvenile inmates and special education inmates to age twenty-two (22).

2.2 **SERVICE TASKS:**

2.2.1 Must be fully knowledgeable and minimum two (2) years experience with MCSO Education Section services in the jails.

2.2.2 Conduct formal and informal education services in the following areas; jail education orientation, K-8 education instruction, life skill instruction, special management classes, GED preparation, and other established education practices in the jails.

2.2.3 Must be knowledgeable of Individual Education Plans (IEP) and Transition Planning for inmates.

2.2.4 Participate with education staff, Multi-Disciplinary Evaluation Team (MET) and other relevant parties to identify additional needs, goals and resources, develop IEP and transition plan, and plan implementation.

2.2.5 Participate with education staff, multi-agency and other relevant parties to identify, develop and implement policy and procedures, standardized forms, student portfolio information, and staff training related to juvenile and special education inmates to age twenty-two (22) transition planning and implementation..

2.2.6 Flexible hours involved. Services to be performed at any MCSO jail. MCSO will compensate for travel, mileage, and training required and/or assigned by the Chain of Command. Individual is responsible for providing personal transportation unless his/her chain of command makes other accommodations.

2.3 **QUALIFICATIONS:**

2.3.1 Arizona certified (current) K-8 school teacher with a **minimum** of two (2) years experience of teaching juveniles remanded as adults to a correctional facility.

2.3.2 Pass security clearance and attend annual security class as required by MCSO Policy and Procedures for Inmate Program Division contracted employees and volunteers. This includes an annual criminal background review.

2.3.3 Shall have a minimum of two (2) years teaching experience with special education, 504 eligible and drug and/or alcohol using students.

2.4 **COMPENSATION**

2.4.1 Subject to availability of funds, County will pay to Contractor \$17.00 per hour of service.

2.4.2 Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes and other mandatory governmental deductions

or obligations, and hold County harmless for any and all liability which Department may incur because of Contractor's failure to pay such taxes or obligations.

**2.5 METHOD OF PAYMENT**

- 2.5.1 Contractor shall submit a statement or invoice for services performed, broken down by facility, by the 15th of each month.
- 2.5.2 Subject to the availability of funds, County will, within thirty working days from the date of receipt of the documents enumerated herein, process and remit to the Contractor, a warrant for payment. Should County make a disallowance in the claim, in whole or in part, the contractor may dispute the disallowance.
- 2.5.3 The Contractor understands and agrees that County will not honor any claim for payment submitted six months after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the Expiration Date submitted 60 days after the Expiration Date without the approval of the Administrator.

**2.6 SPECIAL REQUIREMENTS FOR WORKING ON JAIL PREMISES**

- 2.6.1 Contractor shall comply with all necessary rules and regulations of Maricopa County Jails relative to the provision of contracted services with detention facilities. Any allegations of non-compliance with Maricopa County Jail rules, policy, and/or procedure, or other misconduct shall be subject to investigation. Every person entering the jail premises is subject to search in accordance with state law.
- 2.6.2 Contractor shall be provided a copy of applicable state laws and County policy pertinent to the rules of contraband and illegal activity by the Sheriff's Inmate Services Commander.
- 2.6.3 The Sheriff's Inmate Services Commander shall keep the Contractor fully informed of County policies, procedures, and activities that have bearing on the Contractor fulfilling assigned obligations under this Agreement, including all security requirements relative to the provisions of contracted services within a jail.
- 2.6.4 The County shall coordinate all administrative processes regarding security clearance for the Contractor, to provide access to the designated County Jail.

**2.7 WHAT TO SUBMIT AS A RESPONSE TO THIS ROQ -MANDATORY-**

**PLEASE SUBMIT TWO COPIES OF THE FOLLOWING TO THE ADDRESS LISTED IN**

**PARAGRAPH 3.6.**

- 2.7.1 ATTACHMENT A
- 2.7.2 ATTACHMENT B
- 2.7.3 ATTACHMENT C
- 2.7.4 ATTACHMENT D
- 2.7.5 LETTER OF INTEREST
- 2.7.6 RESUME OR CV WITH DETAILED INFORMATION ON EXPERIENCE AND EDUCATION
- 2.7.7 CREDENTIALS (COPIES OF LICENSES, DIPLOMAS, CERTIFICATIONS, ETC.)



### 3.0 SPECIAL TERMS & CONDITIONS:

#### 3.1 MULTIPLE VENDOR AWARD:

Maricopa County reserves the right to award this contract to more than one vendor at the County's discretion.

#### 3.2 CONTRACT LENGTH:

This REVIEW OF QUALIFICATIONS is for awarding a firm, fixed price purchasing contract to cover a **two (2) year period**.

#### 3.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3) one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### 3.4 INDEMNIFICATION

##### 3.4.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONTRACTOR'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONTRACTOR'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

##### For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONTRACTOR**, or anyone directly employed by the **CONTRACTOR** or anyone for whose acts **CONTRACTOR** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.5 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Questions shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER - 602-506-3274 FAX 602-258-1573  
EMAIL: [sfisher@mail.maricopa.gov](mailto:sfisher@mail.maricopa.gov)

**NOTE: All inquiries must be submitted in writing via fax or email. No oral communication is binding on Maricopa County.**

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this ROQ will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers.

**SERIAL 01057-ROQ**

Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.4 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or CONTRACTOR to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any



person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**4.9 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the ROQ price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the ROQ Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as ROQ in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.14 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.15 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.16 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.



**4.17 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.18 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a ROQ in response to this REVIEW OF QUALIFICATIONS, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.19 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**4.20 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

**4.21 GUARANTEE:**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

**4.22 DELIVERY:**

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.23 PRICE REDUCTIONS:**

By submitting a ROQ in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 4.23.1 Cancel the Contract, if it is currently in effect.
- 4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.
- 4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

WILLIAM C. PEBLER, 4112 W TOPEKA DRIVE, GLENDALE, AZ 85308

**P100101/B0601003**

**PRICING:**

ITEM DESCRIPTION	UNIT PRICE
INMATE EDUCATIONAL SERVICES-MCSO	<u>\$17.00/HOUR</u>

Terms: NET 30

Federal Tax ID Number: 52-7663830

Telephone Number: 623/581-2479

Contact Person: William C. Pebler

Vendor Number: 527663830

Contract Period: To cover the period ending May 31, 2003.